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the authorities hold any restraint on their service to be against public policy. *Cumberland, etc., Co.* v. *Morgan's Louisiana, etc., R. R. Co.*, 51 La. Ann. 29. A South Carolina case identical with the present case reached the same result. *Gwynn* v. *Citizens' Telephone Co.*, 69 S. C. 434. It might well be argued, however, that, had the contract been for a telephone in a private house, the public welfare is not involved, since the contracting party is the only person directly deprived of the benefits of competition. But granting this argument, the present contract might be held void as a violation of an innkeeper's duty to his guests.

RIGHT OF PRIVACY — INFRINGEMENT — UNAUTHORIZED USE OF NAME AND PICTURE FOR PURPOSES OF TRADE. — A famous inventor sought to restrain a drug manufacturer from using his name, picture, and pretended certificate without his consent. *Held*, that the plaintiff, though not a trade competitor, is entitled to relief. *Edison* v. *Edison Polyform Mfg. Co.*, 67 Atl. 392 (N. J., Ct. of Ch.).

A man has no right of property in his name. *Dockrell* v. *Dougall*, 80 L. T. Rep. (N. S.) 556. But it has been said that he may invoke equity to protect him from exposure to litigation or liability caused by its unauthorized use. *Walter* v. *Ashton*, [1902] 2 Ch. 282. Protection has also been granted where the plaintiff's professional reputation is endangered. *Mackenzie* v. *Soden, etc., Co.*, 27 Abb. N. C. (N. Y.) 402. In the case under discussion, however, the risk of pecuniary loss seems, at the most, shadowy; nor does there clearly appear here any damage to the plaintiff's professional reputation. The relief granted to this plaintiff of world-wide repute, who suffers no actual or prospective damage, must therefore be based on the broad ground of his right to be free from unjustifiable commercial exploitation of his non-corporeal personality. As to the picture, this case turns the scale of American authority in what is probably the right direction. See *Pavesich* v. *New England, etc., Co.*, 122 Ga. 190; *contra*, *Roberson* v. *Rochester, etc., Co.*, 171 N. Y. 538; *Corelli* v. *Wall*, 22 T. L. R. 532. As to the name and non-libellous misrepresentation, an important advance is marked in the establishment and definition of the right of privacy.

SURETYSHIP — SURETY'S DEFENSES — VARIATION FROM CONTRACT. — By an agreement between the principal and the obligee for a variation in the construction of a two-story building, the cost was increased $700. The principal defaulted. *Held*, that the surety is not released. *Prescott Nat'l Bank* v. *Head*, 90 Pac. 328 (Ariz.).

Much of the confusion in the authorities on this question of change of an assured contract has arisen from failure to keep clear the distinction between an alteration of the original document and a mere variation from it. Any alteration or substitution of a new document for the old, whether detrimental to the surety or not, gives him a legal defense. *Ziegler* v. *Hallahan*, 126 Fed. 788. But if the parties, without the surety's consent, make a parol collateral agreement varying the actual performance of the original contract, the surety's defense, if any, is equitable, since a written contract cannot be varied by a parol agreement. See 16 HARV. L. REV. 511. It follows that the variation must threaten substantial harm to the surety to give him equitable relief. *Dunn* v. *Parsons*, 40 Hun. (N. Y.) 77. A change in the construction of a building whereby the cost is only slightly increased is not sufficient. *Hohn* v. *Shideler*, 164 Ind. 242. But it has been held in a similar case that a change in the construction at an increased cost of eighty-eight dollars released the surety. *Fullerton Lumber Co.* v. *Gates*, 89 Mo App. 201. In the present case the increase seems substantial and to justify equitable relief, and the decision is opposed to the weight of authority.

TAXATION — WHERE PROPERTY MAY BE TAXED — SITUS OF PROMISSORY NOTES. — A New York creditor loaned large sums to Ohio debtors. The notes evidencing these debts were kept with an agent of the creditor in

Indiana. *Held*, that the notes have not a taxable situs in Indiana. *Buck* v. *Beach*, 206 U. S. 392. See NOTES, p. 50.

TITLE OWNERSHIP AND POSSESSION — POSSESSION OF CONTENTS OF RECEPTACLE. — After seizure of his goods under a writ of *fieri facias* the judgment debtor, without the knowledge of the sheriff, placed a sum of money in a piece of the furniture seized. Shortly afterwards he died insolvent. The sheriff having exercised no control over the money, the official receiver claimed it for the estate. *Held*, that the money has been placed in possession of the sheriff so that he is entitled to it. *Johnson* v. *Pickering*, [1907] 2 K. B. 437.

To constitute a valid levy on personal property, the American courts are not so strict as the English in demanding actual seizure by the sheriff, yet both agree that the chattel must be reduced to the legal possession of the officer. *Blades* v. *Arundale*, 1 M. & S. 711; *Minor* v. *Herriford*, 25 Ill. 344. Possession of a chattel is not necessarily identical with possession of its receptacle. To possess the contents a man must know of its existence, or at least consent to assume control of whatever the receptacle may contain. *Merry* v. *Green*, 7 M. & W. 623; *Durfee* v. *Jones*, 11 R. I. 588. And if the possessor of the receptacle exercises no control over the chattel, possession depends on the intent of the person placing the chattel in the receptacle. *Commonwealth* v. *Ryan*, 155 Mass. 523. In the principal case it seems difficult to work out possession of the money in the sheriff. He was wholly unaware of its existence, and he certainly did not consent to accept responsibility for everything the debtor might place in the furniture. Furthermore, the debtor placed the money in the receptacle with intent to keep control, and its possession, therefore, remained in him notwithstanding the sheriff's possession of the furniture.

TREASON — RESIDENT ALIEN'S DUTY OF ALLEGIANCE. — The petitioner, a citizen of the South African Republic, was domiciled in Natal. When that portion of Natal had been evacuated by the British army and occupied by the Boer forces for some months, he joined the latter. *Held*, that he is guilty of high treason. *De Jager* v. *Attorney-General of Natal*, [1907] A. C. 326.

A citizen who renounces his allegiance and joins the enemy during war is guilty of high treason. *Rex* v. *Lynch*, [1903] 1 K. B. 444. An alien also owes a special allegiance to the state and may be guilty of high treason. See *Carlisle* v. *United States*, 16 Wall. (U. S.) 147; *Rex* v. *De la Motte*, 1 East P. C. 53. The present case extends the rule applied to citizens to an alien so long as he remains domiciled, even during his natural sovereign's temporary occupancy of the place of domicile. However strong the decision may appear, there seems no authority for the petitioner's contention that, with the temporary withdrawal of the state's forces, its sovereignty ceases. A belligerent's authority in occupied territory is a manifestation of the stress he puts on his enemy, and the sovereign's rights remain intact. HALL, INTERNAT. LAW, 3 ed., 468. Hence it would seem that wrongs done during the foreign occupation are afterwards cognizable by the ordinary courts. Furthermore, the consideration suggested by the court, that an opposite decision would permit aliens to take such an intolerable advantage of the hospitality extended to them as to swell a small invading force to a large army, seems unanswerable.

TRUSTS — RIGHTS AND LIABILITIES OF THIRD PARTIES — CESTUI ESTOPPED BY TRUSTEE'S MISREPRESENTATION. — A trustee with power of sale gave a deed of trust property containing a recital of full payment of the purchase price, as security for a personal debt. The creditor, with notice of the trust, deposited the deed by way of equitable mortgage with the defendant, who had no notice of the trust or of non-payment. *Held*, that the equities of the *cestui qui trust* and the equitable mortgagee are equal in all other respects, and that of the *cestui* being prior in time prevails. *Capell* v. *Winter*, [1907] 2 Ch. 376. See NOTES, p. 53.

WITNESSES — PRIVILEGED COMMUNICATIONS — WAIVER BY COMMISSION TO TAKE TESTIMONY. — The plaintiff caused a commission to be issued for the examination of her physician. On the defendant's offering the deposition